

IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA

MELANIE F. DENNEY, ) Case No. CI 16-949  
Plaintiff, )  
vs. ) COMPLAINT  
THE GUARDIAN LIFE INSURANCE )  
COMPANY OF AMERICA, )  
Defendant. )

COMES NOW the Plaintiff, and for her Complaint and claims against the Defendant, states and alleges as follows:

1. At all times relevant herein, Plaintiff was and now is a resident of Grand Island, Hall County, Nebraska.
2. At all times herein mentioned, Defendant, The Guardian Life Insurance Company of America, was and now is a Corporation organized and existing under the laws of the state of New York, and authorized to do general insurance business, and engaged in such business in the county of Lancaster, state of Nebraska.
3. Doyle E. Denney, deceased, was the husband of Plaintiff until his death on August 24, 2015.
4. For the period commencing approximately August 1, 2003 through June 30, 2010, Doyle E. Denney was a full-time employee as a Principal with the Northwest High School District No. 82 in Nebraska.

LANCASTER COUNTY  
2016 APR 16 PM 4 08  
CLERK OF THE  
DISTRICT COURT



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EXHIBIT 1

5. Prior to and on August 24, 2015, Defendant insurer had in effect with Northwest High School District No. 82 a policy of group life insurance, Plan No. G-218302, insuring the life of Doyle E. Denney, Decedent, for \$150,000.00.

6. Throughout the entire time period referenced herein, commencing approximately August of 2003 through August 24, 2015, all required premiums were paid by the School District and received and retained by the Defendant insurer for and on behalf of Doyle E. Denney, insured. This includes all premiums which were paid by the District on behalf of Mr. Denney and received by Defendant as payment on behalf of Mr. Denney's participation in this group policy from July 1, 2010 through Mr. Denney's date of death on August 24, 2015, a period in excess of five years.

7. The life insurance policy at issue contains the following contestability clause:

**Incontestability:** This policy shall be contestable after two years from its date of issue except for nonpayment of premiums. With respect to a participating employer, the policy shall be contestable based on statements made in the application after two years from the employer rider effective date.

With respect to the insurance on an employee and/or his eligible dependents, their insurance shall be contestable after two years from his effective date, except for violation by the employee of the conditions, if any, of this policy relative to military or naval service.

8. The policy at issue further provides that no clerical error or mistake or misstatement by the policy holder, a participating employer, or by the insurance company in keeping any records shall invalidate insurance otherwise validly in force.

9. Plaintiff is now and was on the date of death of her husband, Doyle E. Denney, the designated beneficiary of the policy referenced herein.

10. On or about August or September, 2015, a group life claim form was submitted to Defendant on behalf of Plaintiff in which Defendant was informed of the death of the insured, Doyle E. Denney, and making claim for the insurance benefits due to Plaintiff pursuant to said policy of insurance.

11. Plaintiff has performed all of the conditions of the group policy on the Plaintiff's part to be performed. Nevertheless, Defendant has failed and refused and continues to refuse to pay Plaintiff the amounts owing on the policy, and Defendant continues to refuse to pay the policy proceeds or any part thereof.

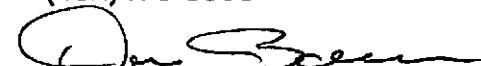
12. The Defendant lacks a reasonable basis for denying the benefits due and owing to Plaintiff under the insurance policy, and the Defendant had knowledge of or recklessly disregarded the lack of a reasonable basis for denying the claim. The Defendant's bad faith in refusing to settle the claim proximately caused Plaintiff to suffer additional damages, including attorneys fees, and additional costs.

WHEREFORE, Plaintiff prays for judgment against Defendant for the full amount of the policy in excess of \$150,000.00, with a final amount to be determined at trial, and for additional damages, including mental and emotional anguish, attorneys fees and costs of this action, and for such further relief as the Court deems just and equitable.

MELANIE F. DENNEY, Plaintiff

By: BOWMAN & KRIEGER  
Attorneys at Law  
1045 Lincoln Mall, #100  
Lincoln, NE 68508  
(402)476-8005

By

  
Donald H. Bowman #10391

PRAECIPE

TO THE CLERK OF THE COURT:

Please issue Summons in the above-captioned matter, and return the same to the undersigned for service along with a copy of the foregoing Complaint by Certified Mail, Return Receipt Requested, upon Defendant, The Guardian Life Insurance Company of America, by and through its registered agent:

CSC-LAWYERS INCORPORATING SERVICE CO.  
Registered Agent for  
The Guardian Life Insurance Company of America  
233 S. 13th St.  
Suite 1900  
Lincoln, NE 68508

all returnable according to law.



Donald H. Bowman

#10391

Image ID:  
D00478983D02**SUMMONS**

Doc. No. 478983

IN THE DISTRICT COURT OF LANCASTER COUNTY, NEBRASKA  
 575 S. 10th Street - 3rd Floor  
 SEPARATE JUVENILE COURT-4th Floor  
 Lincoln NE 68508

Melanie F Denney v. Guardian Life Insurance Company

Case ID: CI 16 949

TO: Guardian Life Insurance Company

**FILED BY**Clerk of the Lancaster District Court  
03/17/2016

You have been sued by the following plaintiff(s):

Melanie F Denney

Plaintiff's Attorney: Donald H Bowman  
 Address: 1045 Lincoln Mall, Ste. 100  
 Lincoln, NE 68508

Telephone: (402) 476-8005

A copy of the complaint/petition is attached. To defend this lawsuit, an appropriate response must be served on the parties and filed with the office of the clerk of the court within 30 days of service of the complaint/petition. If you fail to respond, the court may enter judgment for the relief demanded in the complaint/petition.

Date: MARCH 17, 2016

BY THE COURT:

  
 Clerk

PLAINTIFF'S DIRECTIONS FOR SERVICE OF SUMMONS AND A COPY OF THE COMPLAINT/PETITION ON:

Guardian Life Insurance Company  
 c/o CSC-Lawyers Incorp Service Co  
 233 S 13th Street, Suite 1900  
 Lincoln, NE 68508

Method of service: Certified Mail

You are directed to make such service within ten days after the date of issue, and file with the court clerk proof of service within ten days after the signed receipt is received or is available electronically, whichever occurs first.



**SERVICE RETURN**

Doc. No. 478983

LANCASTER DISTRICT COURT  
 575 S. 10th Street - 3rd Floor  
 SEPARATE JUVENILE COURT-4th Floor  
 Lincoln NE 68508

**To:**

Case ID: CI 16 949 Denney v. Guardian Life Insurance Compan

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the envelope, or on the front if space permits.

1. Article Addressed to: CSC-LAWYERS Incorporating Service Co.  
 Reg. Agent Guardian Life Ins. Co. of America  
 233 S. 13th St., Suite 1900  
 Lincoln, NE 68508



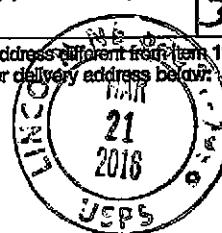
9590 9402 1264 5246 6653 66

2. Article Number (Transfer from service label)  
 7015 1660 0000 5225 6411

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY****A. Signature** Agent Addressee**B. Received by (Printed Name)****C. Date of Delivery**

3-21-16

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No**3. Service Type**

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Return Receipt for Merchandise
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

Denney

(Sheriff or authorized person)

the Summons

2016 MAR 24 PM 3 57  
 CLERK OF THE  
 DISTRICT COURT

LANCASTER COUNTY  
 2016 MAR 24 PM 3 57

### **CERTIFIED MAIL PROOF OF SERVICE**

Copies of the Summons were mailed by certified mail,  
 TO THE PARTY: The Guardian Life Insurance Company of America

At the following address: CSC-Lawyers Corporating Serivce Co., Registered Agent

233 S. 13th St., Suite 1900

Lincoln, NE 68508

on the 18th day of March 2016, as required by Nebraska state law.

Donald H. Bowman #10391

Postage \$ 6.95 Attorney for Plaintiff

The return receipt for mailing to the party was signed on March 21, 2016.

To: Guardian Life Insurance Company  
 c/o CSC-Lawyers Incorp Service Co  
 233 S 13th Street, Suite 1900  
 Lincoln, NE 68508

From: Donald H Bowman  
 1045 Lincoln Mall, Ste. 100  
 Lincoln, NE 68508

**ATTACH RETURN RECEIPT**

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